

Term Contract NO. 435B

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
Term Contract	435B	Hand & Aerosol Sanitizers
Effective Dates	September 24, 2009 through September 30, 2012 (Non-Renewable)	
Bid Number	200900952 & 200901260	
Administrator	Bahaa Jizi, CPPB	
Phone	(919) 807-4520	
Fax	(919) 807-4510	
E-Mail	Bahaa.jizi@doa.nc.gov	
Last Updated	February 28, 2011	

1. General Information

This contract is mandatory for all state agencies, departments, institutions, universities, community colleges and public school units unless exempted by statute.

Further, it shall be a Convenience Contract, accessible, but not mandatory, for the use of non-State Agencies. Such entities include: nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof. Any non-state agencies that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

2. Scope of Contract

The scope of this contract is limited **Hand & Aerosol Sanitizers**. Any attempt by the contractor to represent any material and/or service not specifically awarded as being under contract with the State of North Carolina is a violation of the contract. Such action is subject to legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment.

3. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

4. Abnormal Quantities

Any agency requirement that exceeds \$10,000 must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one or more of the following ways:

1. Purchase may be authorized at the current level of pricing with the current contract vendor
2. Additional discounts from the current level of pricing may be negotiated with the current contract vendor
3. A separate Invitation for Bids may be issued for the requirement

5. Minimum Orders

There is no minimum order amount. All orders are shipped FOB-Destination.

6. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to vendors below based on **each LOT awarded**. Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator. If the contractor is accepting orders and/or delivering through other parties then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

LOT	Company Name/Address	Contact Name/E-Mail	Telephone/Fax	HUB Status
A	First Choice Medical Supply 127 Interstate Drive Richland, MS 39218	April Kendall April.kendall@fcms.com	800-809-4556 601-292-4979 800-921-2334 Fax	N/A
B	Steris Corporation 5960 Heisley Road Mentor, OH 44060	Julie Ann Dengate Julie_dengate@steris.com	440-392-7120 440-392-8902 Fax	N/A
C				
D	Wright Tool Co. 1738 Maple Lawn Troy, MI 48084	Mario Delpup delpupm@wrighttoolcompany.com	800-783-9826 248-643-6530 248-643-6530 Fax	N/A
E	Brame Specialty 2021 S. Briggs Ave. Durham, NC 27703	Mercer Stanfield m.stanfield@bramespecialty.com	800-622-0011 919-281-1347 919-598- 5623 Fax	N/A
F	CCP Industries P.O. Box 6500 Cleveland, OH 44101	Ken Wilson (Local Rep.) kwilsonccp@earthlink.net	800-321-2840 252-756-3528 252-355-0604 Fax	N/A

7. Delivery

The contractor will complete delivery within **Seven (7) consecutive calendar days** after receipt of purchase order. In stock items 2-3 days average delivery. In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles from other sources and hold the contractor responsible for excess cost occasioned thereby.

8. Transportation Charges

All goods shall be delivered **FOB DESTINATION**.

Important Notice:

- Orders for **GOJO & DEM Technology Products** for less than \$50 will be prepaid and add to the invoice.
- Orders for **Steris Corporation Products** for less than \$750 will be prepaid and add to the invoice.

Note: All shipments should be inspected for damage immediately upon receipt.

9. Item Pricing Information

			LOT A MFR.: GOJO Contractor: First Choice Medical Supply	
1.	1	Case	Instant Hand Gel Sanitizer, 62% Ethylalcohol, Purell, 2oz Bottle, 24 packs/case- Pump Bottle FCMS #17542 P/N9605-24	\$43.00
1a.	1	Case	Instant Hand Gel Sanitizer, 62% Ethylalcohol, Purell, 2oz Bottle, 24 packs/case- Flip Cap FCMS #17542 P/N9605-24	\$41.00
2.	1	Case	Instant Hand Gel Sanitizer, 62% Ethylalcohol, Purell, 4oz Bottle, 24/case FCMS #31804 P/N 9651-24	\$11.52
3.	1	Case	Instant Hand Gel Sanitizer, 62% Ethylalcohol, Purell, 8oz Bottle, 12/case P/N 9652-12	\$6.92
4.	1	Case	Instant Hand Gel Sanitizer, 62% Ethylalcohol, Purell, 12oz Bottle with pump, 12/case FCMS #17547 P/N 9659-12	\$66.24
5.	1	Case	Instant Hand Gel Sanitizer, 62% Ethylalcohol, Purell, 2 Liter Refill Bags, 4/case Each case includes one (1) Free Provon FMX-12 Dispenser. FCMS #32336 P/N 2256-04	\$35.48
6.	1	Case	Instant Hand Gel Sanitizer, 62% Ethylalcohol, Purell, 2 Liter Pump Bottle, 4/case FCMS #31821 P/N 9625-04	\$77.80
			LOT B MFR.: STERIS Contractor: Steris Corporation	

7.	1	Case	Soft N Sure Antiseptic Hand Gel, 2oz, P/N 144592, 48/case	\$39.82
8.	1	Case	Soft N Sure Antiseptic Hand Gel, 4oz, P/N, 24/case P/N 144540 Note: Temporarily replaced by Item #144592	\$28.14
9.	1	Case	Soft N Sure Antiseptic Hand Gel, 15oz, P/N 1445A6, 6/case	\$17.52
10.	1	Case	Soft N Sure Antiseptic Hand Gel, 32oz, P/N 144573, 6/case	\$24.58
11.	1	Case	Soft N Sure Antiseptic Hand Gel, 40oz, P/N 144573, 6/case This item replaces P/N 1445G6	\$24.58
12.	1	Case	Soft N Sure Antiseptic Hand Gel, 1 Liter, P/N 144587, 12/case	\$60.03
13.	100	Case	Cal Stat Plus Antiseptic Handrub, 2oz, P/N 1181-49, 96/case Note: Temporarily replaced by Item #118103	\$90.56
14.	100	Case	Cal Stat Plus Antiseptic Handrub, 4oz, P/N 1181-03, 72/case	\$92.59
15.	100	Case	Cal Stat Plus Antiseptic Handrub, 15oz with Pump, P/N 1181-RP, 18/case	\$91.09
16.	100	Case	Cal Stat Plus Antiseptic Handrub, 1 Liter, P/N 1181-87, 12/case	\$77.94
			LOT C MFR.: Reckitt Benckiser Contractor: Richardson Safety	
17.	1	Case	Lysol Disinfectant Sprays, 19 oz. Original Scent, #04650 12/case	\$65.00
18.	1	Case	Lysol Disinfectant Sprays, 19 oz. Fresh Scent, #04675 12/case	\$65.00
			LOT D MFR.: Reckitt Benckiser Contractor: Wright Tool Co.	
20.	1	Case	Lysol, Disinfection wipes, 4 in 1, 7x8 35/Canister, Model# RAC81145 12/case	DELETED
21.	1	Case	Clorox Disinfecting Wipes, lemon Fresh Scent, 75/canister #15948 6/case	DELETED

			LOT E MFR.: Reckitt Benckiser Contractor: Brame Specialty	
20.	1	Case	Clorox Disinfecting Wet Wipes Cloth, 7x8, 35/canister, Fresh Scent, #01593 12/case	\$30.81
			LOT F MFR.: DEM Technology Contractor: CCP Industries	
22.	1	Case	Sani Guard Antimicrobial Total Release Area Fogger, 8 oz. #10-7277312 12/case	\$70.00
23.	1	Case	Sani Guard Antimicrobial Total Release Area Fogger, 3 oz. #10-71824 12/case	\$48.00
24.	1	Case	Sani Guard Dry Sanitizing Spray, 10 oz. #52480 12/case	\$70.00

10. Price Lists and Catalogs

Contractor must furnish descriptive literature and price lists to any agency, free of charge, within fourteen (14) business days after request. Failure to comply with this requirement may subject the contractor to removal from the contract.

11. Contractors

Listed below is the Contract Holder. In the event problems arise the ordering agency should contact the contract holder listed below for resolution. If a satisfactory resolution cannot be reached the agency should complete a Vendor Compliant Form and forward it to the Division of Purchase and Contract.

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D	Wright Tool Co. 1738 Maple Lawn Troy, MI 48084	Mario Delpup delpupm@wrighttoolcompany.com	800-783-9826 248-643-6530 248-643-6530 Fax	N/A
E	Brame Specialty 2021 S. Briggs Ave. Durham, NC 27703	Mercer Stanfield m.stanfield@bramespecialty.com	800-622-0011 919-281-1347 919-598- 5623 Fax	N/A
F	CCP Industries P.O. Box 6500 Cleveland, OH 44101	Ken Wilson (Local Rep.) kwilsonccp@earthlink.net	800-321-2840 252-756-3528 252-355-0604 Fax	N/A

Questions regarding product information and pricing shall be addressed directly to the contact names above.

12. Warranty

The contractor guarantees ballasts offered to be free from any and all defects in material, packaging, and workmanship and agrees to replace and/or repair defective items promptly at no charge to the State, for the period specified below from date of installation. This statement is not intended to limit any additional coverage, which may normally be associated with the product. Such replacement/repair shall include parts, freight, labor and round-trip travel to the user's site (if necessary) at the expense of the contractor.

13. Substitutions

Substitutions are not permitted without prior approval of the Contract Administrator at the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal from the contract.

13. Contract Addenda

October 20, 2009	Revised Line 005 and Added Line 006
November 19, 2009	Added Lots C & D- Title Changed to Hand & Aerosol Sanitizers
December 1, 2009	Delete Vendor Med Waste Solutions from the contract. Lot C will be re-posted at a later date.
December 10, 2009	Added new suppliers
December 17, 2009	Line 001 corrected
December 22, 2009	Added Line 1a.
January 6, 2010	Contract updated
April 23, 2010	Delete Lines 20 & 21 from the contract-Wright Tool Co. has been removed from the contract.
February 28, 2011	Delete: Richard Safety Equipment from the Contract